## **MyTelecom Financial Privacy Policy**

If MyTelecom provides you with a financial product or service (e.g. an installment loan for a mobile device), then you should understand MyTelecom's policy regarding the collection, use, and disclosure of your non-public personal financial information. MyTelecom has an obligation to provide notice to you of your rights under federal law regarding your financial privacy.

We collect non-public personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, on our web site or through other means.
- Information we receive from your transactions, correspondence and other communications with us.
- Information we receive from you in connection with providing you a financial product or service, such as an installment loan.

We do not disclose non-public personal financial information about you to unaffiliated third parties for marketing purposes.

We may disclose non-public personal financial information about you or any former customer to the following types of unaffiliated third parties:

- Financial service providers who assist us in maintaining or servicing your accounts, printers and those who assist with
  mailing and other services, as well as financial service providers who do not assist us in maintaining or servicing your
  accounts, such as companies engaged in banking, credit cards, consumer finance, and insurance with whom we may
  have agreements to provide joint products or services.
- Nonfinancial companies, such as service providers who fulfill information requests.
- Others with whom you have consented to our sharing of your non-public personal financial information.
- As otherwise permitted or required by law.

We protect your non-public personal financial information from unauthorized access, use, or disclosure while it is under our control by a variety of physical, electronic, and procedural safeguards.

### **Other Governing Terms**

This policy does not modify or alter any applicable agreement you have with MyTelecom. For example, our Terms of Use govern your use of our Web sites. Additionally, if you use our other products or use or subscribe to our services, our MyTelecom Terms and Conditions, one or more applicable service agreements, and certain other terms may apply to your use, purchase, or subscription. If this policy conflicts with any portion of those terms and agreements, those terms and agreements govern to the extent of the inconsistency. This policy is intended specifically to address MyTelecom's practices in connection with financial products and services, and is not intended to supersede or replace MyTelecom's Privacy Policy with respect to other activities.

### **Changes to MyTelecom's Financial Privacy Policy**

We may update this policy if we materially change our practices or if legal or regulatory changes require it. If we decide to use or disclose personal information in a way that is materially different from that which was stated in the section entitled "Financial Privacy," at the time the personal information was collected, we will notify you of the change in the same manner in which you receive your annual privacy notice from MyTelecom, at least 30 days before we implement that change and will give you an opportunity to opt-out of the proposed use or disclosure of previously collected personal information. You should refer to this policy often for the latest information and the effective date of any changes.

#### **How to Contact Us**

MyTelecom USA, Inc.

If you have any questions or comments about this policy or about MyTelecom's privacy practices, please call Customer Service at 611 (from a MyTelecom phone) or 1-800-123-8997 (from any phone) or send an e-mail message to privacy@MyTelecom.com. You may also direct your privacy-related comments or questions to the address below:

| Attn: Principal Security Officer |  |
|----------------------------------|--|
| 1234 SE 99th Street Shakesville, |  |
| Utah 84020                       |  |
|                                  |  |
|                                  |  |
|                                  |  |

I agree to the terms and conditions: (initial)

# **RETAIL INSTALLMENT OBLIGATION**

| Buyer:     | Date:                |                              |
|------------|----------------------|------------------------------|
| User input | Account (Ban) No:    | 126885467                    |
|            | Installment Plan ID: | 1214323                      |
|            |                      |                              |
|            |                      |                              |
|            | '                    | User input Account (Ban) No: |

| Item Description | Price | Down Payment | Balance |
|------------------|-------|--------------|---------|
|                  |       |              |         |
|                  |       |              |         |
| Totals:          |       |              |         |

# Your Payment Schedule will be:

| Number of Payments | Amount of Payments | Due Dates |  |
|--------------------|--------------------|-----------|--|
|                    |                    |           |  |

Late Charge: No late charges will be imposed on a late EIP payment.

Agreement to Purchase and Make Payments: The Buyer ("you" or "Buyer") agree to purchase from the Seller ("we," "us," "our," or "Seller") the items described above on the terms set forth in this contract. You agree to make payments according to the payment schedule above. If you accept this contract after the date it is made available to you, your first monthly payment may be due one month later than the date shown above. The Federal Truth-in-Lending Disclosures above are part of this contract. Items payable under this contract will appear on

the monthly billing statements for your MyTelecom plan. Payments will first be applied to any past due balances and then, in order, to any deposit due, payments due under this contract, any property insurance and extended warranty premiums, current service charges for your plan and then to any late charges for your service plan. Upon account cancellation any deposit will be applied first to the unpaid balance of this contract and then according to the above. Partial payments may result in the suspension or cancellation of your plan service and in equipment not operating on our network. You may prepay this contract, in whole or in part, at any time without penalty. This is a one time extension of credit by us to you.

**MyTelecom Terms and Conditions ("T&Cs"):** You have been provided with a copy of the T&Cs. The T&Cs also apply to this transaction, but if any of the T&Cs are inconsistent with anything stated in this contract, this contract will prevail. Provisions of the T&Cs that are prohibited by law will not apply. Manufacturer warranty information, if any, is provided with the items sold.

**Property Insurance:** You are not required to purchase property insurance protecting against the loss or theft of the items purchased under this contract as a condition to receiving credit. If you decide to purchase property insurance, you may obtain the insurance from anyone you want. If you get the property insurance from or through us, you will pay \$4.79 for the initial term of 1 month, and the same amount for each 1 month thereafter. Except where prohibited by law, we or our affiliate may receive a financial benefit by way of a rebate, commission, or otherwise, if you purchase property insurance offered or arranged through us.

**Default:** Except where prohibited by law, if you commit any substantial default under this contract, we may declare the remaining unpaid balance of the contract immediately due and payable. You agree to maintain a MyTelecom voice service plan for any phone device purchased under this contract, and any termination of that voice service plan will be a substantial default under this contract.

**FlexPay Customers Only:** If we do not receive full payment on the date due, we will apply funds from your FlexAccount to pay all or part of that payment. If there are not enough funds in your FlexAccount to cover the full payment, your MyTelecom service will be suspended and your payment will remain past due.

#### NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

### NOTICE TO THE BUYER:

- 1. Do not sign this agreement before you read it or if it contains any blank spaces.
- 2. You are entitled to a completely filled in copy of this agreement.
- 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge.

If you wish (i) to confirm your prior consent to the electronic receipt of disclosures in connection with this contract, and (ii) to agree to the provisions of this contract by providing your electronic signature, you must click on the "Sign" button below.

You acknowledge receipt of the MyTelecom Privacy Policy and the T&Cs. You also acknowledge receipt of the completely filled-in copy of this contract when you signed it.

### RETAIL INSTALLMENT OBLIGATION

| Buyer's Signature: |  |              |  |
|--------------------|--|--------------|--|
|                    |  |              |  |
| Buyer's Name:      |  | Date Signed: |  |